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IN THE UNITED STATES OF AMERICA  
PATENT AND TRADEMARK OFFICE

PATENT NO.: 7,077,239

SERIAL NO.: 10/799,074

ISSUE DATE: July 18, 2006

FILING DATE: March 12, 2004

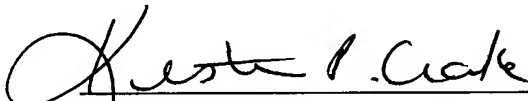
CERTIFICATE OF MAILING

Date of Deposit: July 26, 2006

I hereby certify that the following attached paper or fee:

- Request for Withdrawal by Attorney (2 pg.)
- Stamped, return postcard;

is being deposited with the United States Postal Service on the date indicated above and is addressed to **Mail Stop MAINTENANCE**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

  
\_\_\_\_\_  
Kristine R. Crane



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**Mail Stop MAINTENANCE**  
COMMISSIONER FOR PATENTS  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450

REQUEST FOR WITHDRAWAL BY ATTORNEY

I, an attorney signing below, respectfully request permission to withdraw from all further responsibility in this patent in accordance with 37 CFR 1.36.

The last known mailing address of the assignee is:

Mr. Yates Rocky Hayman  
Deltak Manufacturing, Inc.  
39455 John Lanier Road  
Walker, Louisiana 70785

The basis for the request for withdrawal is 37 CFR 10.40(c) sections (5) and (6).

In an effort to assure that proper steps are taken to timely pay maintenance fees, the person(s) listed above has been notified of his responsibility to pay such fees.

The term within which the first maintenance fee is due will expire on January 20, 2010.


This maintenance fee can be paid with a surcharge until July 20, 2010.

In accordance with 37 CFR 10.40(a), a copy of this request is being sent to the client. A copy of the letter to the client is attached.

This request is enclosed in triplicate.

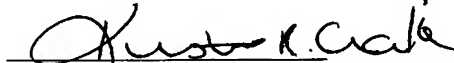
The undersigned, an associate of the law firm of Jones, Walker, Waechter, Poitevent, Carrère & Denègre, L.L.P., signs on behalf of all attorneys registered in this matter, respectfully requesting to withdraw.

Reg. No.: 37,188

  
Bernard F. Meroney  
Jones, Walker, Waechter, Poitevent, Carrère &  
Denègre, L.L.P.  
5th Floor, Four United Plaza  
8555 United Plaza Boulevard  
Baton Rouge, Louisiana 70809  
Telephone No.: (225) 248-2104

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service in an envelope addressed to: Mail Stop MAINTENANCE, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 27 day of July, 2006.

  
Kristine R. Crake



Bernard F. Meroney  
Direct Dial 225-248-2104  
Direct Fax 225-248-3004  
bmeroney@joneswalker.com

July 25, 2006

**VIA CERTIFIED MAIL**  
7005 3110 000 6653 3727

Mr. Yates Rocky Hayman  
Deltak Manufacturing, Inc.  
39455 John Lanier Road  
Walker, LA 70785

Re: U.S. Patent No. 7,077,239  
"Expandable Dual Tube Scaffold Hatch Structure"  
Serial No. 10/799,074  
Our File: 13377/96249-00

Dear Rocky:

Congratulations on the newly issued Official U.S. Letters Patent No. 7,077,239. Please be reminded to keep the original Letters Patent in a safe place where it is not likely to become lost or stolen. You should review it carefully for printing errors, which we can have corrected.

Products employing the patent should be physically marked with the patent number (e.g., Patent 7,077,239, or Pat. 7,077,239). **Please be sure to read and follow the enclosed insert, Patent Marking.** Valuable rights will be lost if you fail to properly mark your device as patented.

Our records indicate that maintenance fees on this patent will be due as follows:

1st Maintenance Fee:	January 20, 2010	\$450.00
2nd Maintenance Fee:	January 20, 2014	\$1,150.00
3rd Maintenance Fee:	January 20, 2018	\$1,900.00

You should verify these amounts at the time of payment, since they can be changed by law or regulation. **Failure to timely pay these maintenance fees will result in the cancellation of your patent rights.** If you assign or license your patent to an entity that does not qualify as a small business concern, then large entity maintenance fees will be owed. A large entity is one where the company (including any and all affiliates) has 500 or more employees. If the company sublicenses the patent, the employees of the sublicense(s) should be included in calculating the

{B0342484.1}

JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.

8555 UNITED PLAZA BOULEVARD • BATON ROUGE, LOUISIANA 70809-7000 • 225-248-2000 • FAX 225-248-2010 • E-MAIL info@joneswalker.com www.joneswalker.com

BATON ROUGE HOUSTON LAFAYETTE MIAMI NEW ORLEANS WASHINGTON, D.C.

July 25, 2006

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total number of employees. **Failure to pay the proper maintenance fee (i.e., large entity vs. small entity) can result in the cancellation of your patent rights.**

It is our understanding that Warner Delaune is Deltak's current patent attorney. We are copying him with this letter in case he is responsible for the payment of the maintenance fees. We are filing with the Patent and Trademark Office the enclosed papers which indicate that we are withdrawing as attorney of record on this file and to further instruct the PTO to forward directly to you any notices or correspondence relating to this patent. We will not maintain a date calendaring system with regards to this patent.

There are private companies who do provide maintenance calendaring for patent and trademark fees. One such company is Computer Patent Annuities ("CPA"). Information regarding CPA's services can be found at [www.cpajersey.com](http://www.cpajersey.com).

Under current rules and regulations, the term of this patent will expire on April 28, 2024.

Sincerely,



Bernard F. Meroney

BFM:krc  
Enclosures

*U.S. Letters Patent, Withdrawal & Marking Info.*

cc: Mr. Warner J. Delaune



## PATENT MARKING

### 1. The Need for Marking

Every article or composition of matter employing the patented invention **should** be marked with the patent number. Failure to properly mark your invention can result in loss of valuable remedies against infringers of your patent rights. For instance, improper marking will bar recovery of damages for patent infringement until actual notification of infringement is provided to the infringers.

### 2. How to Mark

Proper marking must use the term patent and the patent number as follows: U.S. Patent 7,077,239 or U.S. Pat. 7,077,239. Improper marking, for instance, would be "Patented" without an indication of the patent number. If it is possible to physically mark the invention with the patent number, you should do so. If, because of the character of the invention, such as a liquid or size limitations of the article, it is not possible to mark the invention directly with the patent number, then you may alternatively mark the patent number upon: either (1) the packaging wherein one or more patented articles is contained; or (2) a label fixed to the patented article. If an alternate form of marking is used (i.e. marking the packaging or affixing a label), it is important that no other markings appear on the patented article, such as foundry numbers, dates, manufacturer's identification numbers, etc. Please be sure to mark each and every article employing the patent. If an article is covered by more than one patent, each patent number should be marked on the article. If your patent is on a method, mark the device or devices used to practice the method and mark any brochures or other documents which describe the method. We suggest that you keep records to document your marking efforts, including documentation of when and how marking was begun and documenting any changes to your marking.

### 3. Who Must Mark

The patentee is responsible for ensuring proper marking. Consequently, if you license the making or selling of your patented articles, then you must ensure that your licensee properly marks the patented article. If you license the making or selling of patented articles, we suggest that you have a form letter to be signed by those responsible for marking wherein the marking duties are specified and the person signing acknowledges his/her marking duties. Further, we suggest you periodically check that your licensee performs his/her marking duties, and that you document your efforts to police your licensees with marking responsibilities.

### 4. Review your Marking Practices

If an item is improperly marked as patented when it is not, you can be exposed to damages for "patent mis-marking." This can occur, for instance, when your initial patented invention changes as you incorporate design improvements, or when you change to a more efficient manufacturing process which requires changes in your product design. The changes to the product could be of a nature that the changed product is no longer covered by the patent. For this reason, we suggest that you periodically review your inventions and your marking practices. Times for review can be when new or changed products are introduced, during negotiations for licensing of your patent, and when maintenance fees are due. Such a review will help ensure that you do not mis-mark, and additionally, will help identify products for which you may wish to seek patent protection.

### 5. Cease Marking at Expiration of Patent Term

Continued marking of an item as patented after the patent has expired or is invalidated, could expose you to charges of mis-marking. While the law in this area is uncertain, we suggest that when the patent term expires, you cease marking your items as patented.